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Attorney Docket No. 020431.0788

In re Application of:

TIMOTHY R. HAYES

Serial No. 09/832,576

Filed: 11 APRIL 2001

For: **SYSTEM AND METHOD FOR
LEAN INVENTORY MANAGEMENT**



REVOCATION OF POWER OF ATTORNEY AND NEW POWER OF ATTORNEY

Commissioner for Patents
P.O. Box 1450
Alexandria, Virginia 22313-1450

Sir:

i2 Technologies, Inc., owner of the entire right, title, and interest in the above-identified patent, hereby revokes all previous Powers of Attorney, and in particular, the Power of Attorney given to the attorneys and agents of the firm **Baker Botts L.L.P.**; and hereby appoints the attorneys and agents associated with **Customer No. 38441** to prosecute this application, to transact all business with the U.S. Patent and Trademark Office connected therewith, and to file and prosecute any international patent applications filed thereon before any international authorities.

Please send all future correspondence to:

James E. Walton
i2 Technologies, Inc.
One i2 Place
11701 Luna Road
Dallas, Texas 75234
(817) 447-9955 (Voice)
(817) 447-9954 (Facsimile)
jim@waltonpllc.com (E-Mail)

I hereby declare that all statements made of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or document or any patent resulting therefrom.

^{U.S.}
i2 Technologies, Inc.

Katy Murray

By: Katy Murray
Chief Financial Officer

3/14/05

Date

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MAR 21 2005

**STATEMENT UNDER 37 CFR 3.73(b)**Applicant/Patent Owner: Timothy R. HayesApplication No./Patent No.: 09/832,576 Filed/Issue Date: 11 April 2001

Entitled:

i2 Technologies US, Inc., a Corporation
 (Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. the assignee of the entire right, title, and interest; or
2. an assignee of less than the entire right, title and interest.
The extent (by percentage) of its ownership interest is _____ %

in the patent application/patent identified above by virtue of either:

A An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

B A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: the inventor To: i2 Technologies, Inc.
The document was recorded in the United States Patent and Trademark Office at Reel 011713, Frame 094b, or for which a copy thereof is attached.
2. From: i2 Technologies, Inc. To: i2 Technologies US, Inc.
The document was recorded in the United States Patent and Trademark Office at Reel 012037, Frame 0691, or for which a copy thereof is attached.
3. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

Additional documents in the chain of title are listed on a supplemental sheet.

Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Signature

Mary K. Murray

Printed or Typed Name

3-14-05

Date

469-357-1000

Telephone Number

Chief Financial Officer

Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

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Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

JULY 05, 2001

PTAS

BAKER BOTTS L.L.P.
CHRISTOPHER W. KENNERLY, ESQ.
2001 ROSS AVE
SUITE 600
DALLAS, TEXAS 75201-2980



101689072A

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MAR 21 2005
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RECORDATION DATE: 04/11/2001

REEL/FRAME: 011713/0946
NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:
HAYES, TIMOTHY R.

DOC DATE: 04/01/2001

ASSIGNEE:
12 TECHNOLOGIES, INC.
11701 LUNA ROAD
DALLAS, TEXAS 75234

SERIAL NUMBER: 09832576
PATENT NUMBER:

FILING DATE: 04/11/2001
ISSUE DATE:

SHARON BROOKS, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

Docket Wrapper
RVF Docketed _____
Reference(s) _____

04-26-2001



ATTORNEY DOCKET: 020431.0788

FORM PTO 1595
1-31-92

101689072

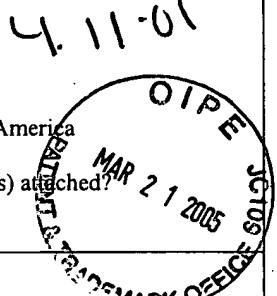
Sheet 1 of 1

RECORDATION FORM COVER SHEET
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To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name and Address of Conveying Party(ies) INDIVIDUAL:

Timothy R. Hayes
1844 Stockton Trail
Plano, Collin County, Texas 75023



Individual Citizenship: United States of America

Additional name(s) of conveying party(ies) attached?
 Yes No

3. Nature of conveyance:

<input checked="" type="checkbox"/>	Assignment	<input type="checkbox"/>	Merger
<input type="checkbox"/>	Security Agreement	<input type="checkbox"/>	Change of Name
<input type="checkbox"/>	Other		

Execution Date: April 1, 2001

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: April 1, 2001

A. Patent Application No.(s):

B. Patent No.(s):

<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
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5. Name and address of party to whom correspondence concerning document should be mailed to:

Name:	Christopher W. Kennerly, Esq.
Internal Address:	Baker Botts L.L.P.
Street Address:	2001 Ross Ave., Suite 600
City:	Dallas
State:	Texas Zip 75201-2980

6. Total number of application and patents involved: One

7. Total Fee (37C.F.R. 3.41): \$40.00

<input checked="" type="checkbox"/>	Enclosed
<input type="checkbox"/>	Authorized to be charged to deposit account

8. Deposit Account Number:

(Attach Duplicate Copy of this page if paying by deposit account)

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Christopher W. Kennerly

Signature

April 11, 2001

Date

Total number of pages including cover sheet

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OMB No. 0651-0011 (exp. 4/94)

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ASSIGNMENT

WHEREAS, I, the undersigned inventor of residence as listed, have invented certain new and useful improvements as below entitled, for which application for United States Letters Patent is made, said application having been executed on the date set forth below; and

WHEREAS, i2 Technologies, Inc. (hereinafter referred to as "Assignee"), a Delaware corporation, with an address of 11701 Luna Road, Dallas, Texas 75234, desires to acquire our entire right, title and interest in and to the invention, and in and to the said application and any Letters Patent that may issue thereon;

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I assign to Assignee, all right, title and interest in and to said invention and in and to said application and all patents which may be granted therefor, and all divisions, reissues, continuations, continuations-in-part and extensions thereof; and I authorize and request the Commissioner of Patents and Trademarks to issue all patents for said invention, or patents resulting therefrom, insofar as my interest is concerned, to Assignee.

I also assign to Assignee, all right, title and interest in and to the invention disclosed in said application throughout the world, including the right to file applications and obtain patents, utility models, industrial models and designs for said invention in its own name throughout the world, including all rights to publish cautionary notices reserving ownership of said invention and all rights to register said invention in appropriate registries; and I further agree to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such right, title and interest in Assignee.

I will communicate to Assignee any facts known to me respecting any improvements; and, at the expense of Assignee, I will testify in any legal proceedings, sign all lawful papers, execute all divisional, continuation, continuation-in-part, reissue and substitute applications, make lawful oaths and declarations, and generally do everything possible to vest title in Assignee and to aid Assignee to obtain and enforce proper protection for said invention in all countries.

This Assignment shall be binding on the parties' successors, assigns and legal representatives.

Title of Invention: SYSTEM AND METHOD FOR LEAN INVENTORY
MANAGEMENT



Signature of Inventor:

Timothy R. Hayes

Inventor's Name:

Plano, Collin County, Texas

Residence (City, County, State)

4-1-01

Date:

4-1-01

Date Application Executed:



0788
UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

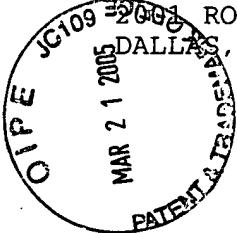
OCTOBER 05, 2001

PTAS



101802164A

BAKER BOTTS L.L.P.
CHRISTOPHER W. KENNERLY
32001 ROSS AVENUE, SUITE 600
DALLAS, TEXAS 75201-2980



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RECORDATION DATE: 07/30/2001

REEL/FRAME: 012037/0691

NUMBER OF PAGES: 12

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

I2 TECHNOLOGIES, INC.

DOC DATE: 07/01/2001

ASSIGNEE:

I2 TECHNOLOGIES US, INC.
11701 LUNA ROAD
DALLAS, TEXAS 75234

SERIAL NUMBER: 09832576

FILING DATE: 04/11/2001

PATENT NUMBER:

ISSUE DATE:

SEDLEY PYNE, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

08-07-2001

FORM PTO-1595
1-31-92U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of P

1. Name and Address of Conveying Party(ies):

i2 Technologies, Inc.
11701 Luna Road
Dallas, Texas 75234

07/30/01

Additional name(s) of conveying party(ies) attached?

 Yes No

3. Nature of conveyance:

<input checked="" type="checkbox"/>	Assignment	<input type="checkbox"/>	Merger
<input type="checkbox"/>	Security Agreement	<input type="checkbox"/>	Change of Name
<input type="checkbox"/>	Other		

Effective Date: July 1, 2001

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s) 09/832,576

B. Patent No.(s)

Additional Numbers attached?

 Yes X No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Christopher W. Kennerly.
Internal Address: Baker Botts L.P.
Street Address: 2001 Ross Avenue, Suite 600
City: Dallas
State: Texas Zip: 75201-2980

6. Total number of applications and patents involved: One

7. Total Fee (37 CFR 3.41): **\$40.00** Enclosed Authorized to be charged to deposit account

8. Deposit account number:

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Christopher W. Kennerly
Name of Person Signing

Date

Total number of pages including cover sheet

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Commissioner of Patent and Trademarks
Box Assignments
Washington, D.C. 20231



NUNC PRO TUNC PATENT ASSIGNMENT

WHEREAS, i2 TECHNOLOGIES, INC. (hereafter "Assignor"), a Delaware corporation, having an address of 11701 Luna Road, Dallas, Texas 75234, is the owner of the patents and patent application set forth on Exhibit A attached hereto and the inventions described and claimed therein (hereafter the "Patent Property"); and

WHEREAS, i2 TECHNOLOGIES US, INC. (hereafter "U.S. Assignee"), a Nevada corporation, having an address of 11701 Luna Road, Dallas, Texas 75234, did acquire all right, title and interest in and to the Patent Property in the United States of America as the result of an assignment of the Patent Property on July 1, 2001.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and set over *Nunc Pro Tunc* to U.S. Assignee, all right, title and interest in and to the Patent Property in the United States of America, as well as all provisionals, continuations, divisions, and continuations-in-part of said Patent Property, and all reissues and extensions thereof, the same to be held and enjoyed by U.S. Assignee for its own use and benefit, and for the use and benefit of its successors, assigns, or legal representatives, to the end of the term or terms for which such Patent Property may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.

Assignor further agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such right, title and interest in U.S. Assignee.

Assignor also assigns unto U.S. Assignee all claims for damages by reason of infringement in the United States of America prior to the assignment date of the Patent Property, with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives.

Assignor also will communicate to U.S. Assignee any facts known to it respecting any improvements; and, at the expense of U.S. Assignee, will testify in any legal proceedings, sign all lawful papers, execute all provisional, divisional, continuation, continuation-in-part, reissue and substitute applications, make lawful oaths and declarations, and generally do everything possible to vest such right, title, and interest in U.S. Assignee and to aid U.S. Assignee to obtain and enforce proper protection for said Patent Property.

IN WITNESS WHEREOF, this Patent Assignment has been duly executed on the date and in the capacity shown below.

i2 TECHNOLOGIES, INC.

By: Robert C. Donohoo
Robert C. Donohoo

Its: Corporate Secretary and
Corporate Counsel

Date: July 18, 2001

i2 TECHNOLOGIES US, INC.

By: Robert C. Donohoo
Robert C. Donohoo

Its: Vice President

Date: July 18, 2001



EXHIBIT A

U.S. Patent Applications

Appln. No. Filing Date Title

09/832576 04/11/2001 System and Method for Lean Inventory Management

CONTRIBUTION AND ASSIGNMENT AGREEMENT

THIS CONTRIBUTION AND ASSIGNMENT AGREEMENT is made and entered into on June 2001 and effective as of July 1, 2001 by and between i2 Technologies, Inc., a Delaware corporation ("Assignor") and i2 Technologies US, Inc., a Nevada corporation ("Assignee").

RECITALS

1. Assignor desires to contribute all of its right, title and interest in and to certain of its assets to Assignee in exchange for 1,000 shares of common stock, par value \$0.01 per share (the "Shares"), of Assignee, and Assignee desires to accept such contribution of such assets on the terms and conditions set forth in this Agreement.

2. Assignor desires to assign to Assignee, and Assignee is willing to assume, certain of its liabilities, obligations, contracts and commitments, on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

ARTICLE I DEFINITIONS

1.1 Definitions. Unless the context clearly requires otherwise, the following capitalized terms will have the following meanings when used in this Agreement:

"Agreement" means this Contribution and Assignment Agreement, as it may be modified, supplemented or amended from time to time.

"Assets" means all of the Assignor's assets, properties, Contracts, Equipment, Intellectual Property, Third-Party Intellectual Property and contractual rights including, but not limited to, those items as may be listed on Exhibit A from time to time; provided, however, that the term "Assets" will not include (a) any securities owned by Assignor with respect to its partially or wholly owned subsidiaries, (b) any employment contracts relating to the executive officers of Assignor (other than payment obligations, which shall become the obligation of Assignee), (c) any employee benefit plans of Assignor, (d) any indentures, debt instruments and rights relating to any debt or equity securities issued by Assignor, and (e) any other assets identified by Assignor as not being assigned.

"Assignee" means i2 Technologies US, Inc., a Nevada corporation.

"Assignor" means i2 Technologies, Inc., a Delaware corporation.

Copyright(s)" means all forms of proprietary rights granted by the United States government with respect to an original work of authorship fixed in any tangible medium of expression from which it can be perceived, reproduced, or otherwise communicated relating to the Assignee's business and Technology.

"Know-How" means all factual knowledge and information related to the Assignor's business and Technology which is not capable of precise, separate description but which, in an accumulated form, after being acquired as a result of trial and error, gives to the one acquiring it the ability to produce and market something which one otherwise would not have known how to produce and market with the same accuracy or precision necessary for commercial success, provided however, that such knowledge and information is not in the public domain or readily available to any third party other than a limited number of persons who have agreed to keep that information secret.

"Intellectual Property" means all intellectual property rights including, without limitation, Patents, Copyrights, Trade Secrets, Know-How, Trademarks and Trade Names that Assignor owns, or that another has assigned to Assignor.

"Patent(s)" means all forms of proprietary rights granted by the United States government with respect to a design or an invention, including patents and certificates of addition, utility models, and enforceable patent applications, i.e., those under which injunctive relief is available, as well as, any continuation, division, extension, renewal, revival, or reissue thereof or substitution therefor relating to the Assignor's business and Technology.

“Technical Information” means any material in human or machine readable form which embodies or describes the **Technology**.

“Technology” means any and all compositions, articles of manufacture, processes, apparatus; data, writings and works of authorship (including, without limitation, software, protocols, program codes, audio-visual effects created by program code, and documentation relating thereto); drawings and other tangible items (including, without limitation, materials, samples, components, tools, and operating devices, prototypes and engineering models) related to the Assignor's business.

“Trade Secrets” means any Technical Information and Business Information that generally facilitates the sale of products, increases revenues, or provides an advantage over the competition and is not generally known.

“Trademark(s)” means all forms of proprietary rights granted by the United States government with respect to any word, name, symbol or device, or any combination thereof, used to identify and distinguish goods related to the Assignor's business and **Technology** and all goodwill associated therewith.

ARTICLE II **CONTRIBUTION AND ASSIGNMENT**

2.1 Contribution and Assignment. Assignor hereby contributes, transfers and assigns to Assignee all of its right, title and interest in the Assets, and will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered each and all such further acts, deeds, assignments, transfers, conveyances, powers of attorney, consents and assurances as may reasonably be necessary to evidence, perfect or complete the transfer, assignment and conveyance of the Assets to Assignee.

2.3 Further Agreements. Assignor and Assignee each agree to execute and deliver to the other such reasonable and appropriate additional documents, instruments or agreements and to take further actions as may be necessary or appropriate to effectuate the purposes of this Agreement and the orderly transfer of the Assets. The parties further agree to prepare a complete listing of the Assets assigned by this Agreement as soon as practicable following the effective time of the assignment.

ARTICLE III REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of Assignor. Assignor represents and warrants to Assignee as follows:

(a) Organization. Assignor is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.

(b) Authority and Validity. Assignor has the corporate capacity to execute, deliver and perform its obligations under this Agreement and the other documents executed or required to be executed by Assignor in connection with this Agreement. This Agreement, such other documents and the consummation by Assignor of the transactions contemplated hereby and thereby have been authorized by appropriate corporate action of Assignor.

3.2 Representations and Warranties of Assignee. Assignee represents and warrants to Assignor as follows:

(a) Organization. Assignee is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada.

(b) Authority and Validity. Assignee has the corporate capacity to execute, deliver and perform its obligations under this Agreement and the other documents executed or required to be executed by Assignee in connection with this Agreement. This Agreement, such other documents and the consummation by Assignee of the transactions contemplated hereby and thereby have been duly authorized by appropriate corporate action of Assignee.

ARTICLE IV MISCELLANEOUS

4.1 Construction. In the event that any provision of this Agreement shall be held to be invalid, illegal, or unenforceable during the term hereof, the validity of the other provisions of this Agreement shall be in no way affected thereby. All words not specifically used as defined terms herein shall be construed in conformity with the meanings commonly ascribed thereto, relative to the context in which each is used. To the extent provisions of this Agreement conflict with provisions of any other agreement entered into either simultaneously or after this Agreement, the provisions of such other agreement shall control.

4.2 Successors and Assigns; Assignment of Agreement. This Agreement shall bind and inure to the benefit of and be enforceable by Assignor and Assignee and the respective successors and assigns of Assignor and Assignee. No provision hereof shall be construed to create any right in any person not a party hereto.

4.3 Governing Law. This Agreement, including its formation, application, performance, enforcement, the relationship between the parties, and any claims, demands, causes of action and disputes in any way arising out of or related to it, shall be governed, construed and interpreted under the substantive law (and the law of remedies, if applicable) of the State of Delaware.

4.4 Jurisdiction and Venue. The District Court of the City and County of Dallas, Texas shall have exclusive jurisdiction, and shall be the exclusive venue for any and all controversies and claims arising out of or relating to this Agreement and a breach thereof, except as otherwise agreed by the parties.

4.5 Counterparts. This Agreement and any document executed in connection with this Agreement may be executed simultaneously in any number of counterparts. Each counterpart shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Contribution and Assignment Agreement as of the date first written above.

ASSIGNOR:

i2 TECHNOLOGIES, INC.

By: MC
Name: Robert Donohoo
Title: Corporate Counsel

ASSIGNEE:

i2 TECHNOLOGIES US, INC.

By: MC
Name: Robert Donohoo
Title: Corporate Counsel

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